

## The complaint

Miss K has complained that National Westminster Bank (NatWest) didn't treat her fairly when her partner passed away. She has said that it continued to charge her monthly fees for a packaged bank account, called a *Select Platinum* account, and was wrong to do so.

Miss K thinks that NatWest should refund her all the fees she has paid for the account since her partner's death and add interest.

## What happened

Since around 2012, Miss K and her partner held the Select Platinum account in their joint names. In return for their monthly fee, NatWest provided them with several potential benefits including travel insurance and use of a car breakdown service.

Sadly, in March 2017, Miss K's partner passed away. In the following months, NatWest placed the account into Miss K's sole name but made no other changes. It continued to charge her the same fee and provide the same benefits.

Miss K has told us that the crux of her complaint is that "*once the account ... passed to (her)*" NatWest "*never informed (her) that it had a monthly cost associated with it due to the (benefits) it provided*". She has explained that she didn't want or need the benefits and couldn't afford the monthly fee.

One of our adjudicators has already looked into Miss K's complaint and didn't recommend that NatWest should give her any money back. Miss K didn't agree with the adjudicator's findings and asked for an ombudsman to review her case. So, it has come to me to make a final decision.

## What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I've looked into everything that Miss K and NatWest have told us or sent us about the complaint, and I've decided not to uphold it. I'll explain why in a moment, but first I would like to express my sympathy to Miss K for her loss. I understand that this must be a difficult time for her, and I send her my condolences.

Miss K has told us that when her partner was alive, he handled most of their financial arrangements. There is no dispute that before his death NatWest had told him and Miss K jointly about the account fees and the benefits. Miss K has told us that her partner used the account and the benefits "*were fine*". (She has mentioned that for some of the time he couldn't use all of the account's benefits, but she has not complained about this specifically).

It seems to me that there are two questions at the heart of this case. The first is whether NatWest behaved reasonably when it switched the account directly into Miss K's sole name, rather than changing her to a different account; and the second is whether it kept Miss K informed about the account fees and the benefits, so she could decide what do.

With respect to the first question, I think NatWest's action was reasonable. The account was in joint names and so became the sole responsibility of Miss K. I wouldn't have expected NatWest to change anything without Miss K requesting a change. Any such action could have been against her best interests if, for example, she was relying on some of the insurance policies the account provided.

With respect to the second question, I also think NatWest acted fairly. One of the Financial Conduct Authority's rules says that each year NatWest (and other banks) should write to customers with accounts like the Select Platinum to remind them about the important details of the insurance policies the accounts they provide, so that customers can check if they still want the accounts. These letters are known as "*Annual Eligibility Statements*". NatWest has told us that it sent such letters to Miss K during April 2017, April 2018 and April 2019, and I'm satisfied that it did.

I have seen examples of the text in the letters, which were largely identical. The letters told Miss K about the monthly fees for the account and summarised the key features of the insurance policies that came with it. They asked Miss K to check the summary and to call a specific phone number or to visit one of NatWest's branches if she didn't think the account was still right for her.

I understand that Miss K closed the Select Platinum account during November 2019 and so the letter from April that year was the last one. But it seems to me that the three letters were sufficient to keep Miss K informed about the cost and main benefits of the account, and to give her a choice about changing it.

Miss K has also mentioned that she may not have been "*eligible*" for the account; but I haven't seen anything to make me think that was the case. Some of the account's insurance policies did have eligibility rules and restrictions which could affect some account holders (for example, the travel insurance policy had restrictions which applied to people over an upper age limit) but I haven't seen anything which affected Miss K; and furthermore, the letters described these rules and restrictions, so I think that NatWest met its obligation to tell Miss K about them.

Miss K has also mentioned that she felt vulnerable after her partner's death and that English is not her first language. Once again, I extend my sympathy to Miss K for the position in which she found herself, but I still think that the actions NatWest took were reasonable in the circumstances.

I'm not aware of the exact level of Miss K's understanding of English, but I gather she has lived in the UK for quite a while and I don't think she asked NatWest for help with translation.

So, in summary, whilst I sympathise greatly with Miss K, I think that NatWest behaved reasonably when it transferred the Select Platinum account into her sole name, and I think it met its obligations to keep her informed about the account's cost and benefits.

### **My final decision**

For the reasons I have set out above, I am not upholding Miss K's complaint about National Westminster Bank Plc. I am not going to tell it to give her any money back.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss K to accept or reject my decision before 28 January 2021.

Steve Townsley

**Ombudsman**